

Security Agreement Supplement No. 2 dated October 1, 1982 between MMB Partners, as Debtor, c/o Mitsui Manufacturers Bank, 135 East Ninth Street, Los Angeles, California 90015, and

Aid Association for Lutherans, as Secured Party, 4321  
North Ballard Road, Appleton, Wisconsin 54919, covering railroad  
maintenance-of-way equipment.

Very truly yours,

MMB PARTNERS, a California general  
partnership acting pursuant to a  
Restated and Amended Partnership  
Agreement dated as of December 15,  
1981 between Mitsui Manufacturers  
Bank and Steiner Financial Corporation

By Mitsui Manufacturers Bank,  
Its Managing Partner

By 

Its 

By 

Its 

DEBTOR

DESCRIPTION OF EQUIPMENT

<u>Unit No.</u>	<u>Equipment Description</u>	<u>Vendor</u>	<u>Serial No.</u>
101	Cushman Speed Truck	Tractor Equipment Sales	552905
102	Ballast Regulator	Kershaw	26-1602
103	Ballast Regulator	Kershaw	26-1603
104	Tamper	Jackson/ Jordan	139269
105	Forklift	Clarklift	Y355-0143-5092
106	Forklift	Clarklift	Y355-0144-5092
107	Forklift	Clarklift	Y355-0145-5092
108	Tamper	Jackson/	132630
109	Ballast Regulator	Kershaw	26-1608
110	Ballast Regulator	Kershaw	26-1609

RECORDATION NO. 13686-C  
FILED 1428

OCT - 1 1982 . 7 45 AM  
SECURITY AGREEMENT SUPPLEMENT NO. 2

INTERSTATE COMMERCE COMMISSION

THIS SECURITY AGREEMENT SUPPLEMENT NO. 2, dated October 1, 1982, from MMB PARTNERS, a California general partnership acting pursuant to a Restated and Amended Partnership Agreement dated as of December 15, 1981 between Mitsui Manufacturers Bank, a California banking corporation, and Steiner Financial Corporation, a Utah corporation, (the "Debtor"), to AID ASSOCIATION FOR LUTHERANS (the "Secured Party") under the Security Agreement dated as of March 1, 1982 (the "Security Agreement") from the Debtor to the Secured Party;

W I T N E S S E T H:

WHEREAS, the Security Agreement provides for the execution and delivery from time to time of Security Agreement Supplements substantially in the form hereof each of which shall particularly describe Items of Equipment (such term and other defined terms in the Security Agreement being herein used with the same meaning) included in the Collateral and subject to the security interest of the Security Agreement;

NOW, THEREFORE, to secure the payment when and as due and payable of the principal of and the premium, if any, and interest on the Notes, and to secure the payment of all other indebtedness which the Security Agreement by its terms secures, and to secure compliance with all the terms of the Security Agreement and of such Notes, the Debtor does hereby create and grant to the Secured Party, and to its successors and assigns, a security interest in the following properties:

(a) all the items of property and equipment described in Schedule A annexed hereto;

(b) all additional or substituted items of property or equipment which hereafter may be subjected to the security interest of the Security Agreement by operation thereof; and

(c) all rents, income, revenues, issues, profits and proceeds arising from or in connection with any of the foregoing, except for rents and other sums excluded under Section 1.5 of the granting clauses of the Security Agreement.

SAVING AND EXCEPTING, however, from the properties in which a security interest is hereby created and granted, all property saved and excepted from the coverage of the granting clauses of the Security Agreement by the excepted properties clause immediately following the granting clauses thereof, and all rents, income, revenues, issues, profits and proceeds arising from or in connection with such properties so saved and excepted.

The Debtor hereby binds itself, its successors and assigns, to warrant and forever defend to the Secured Party and its successors and assigns the security interest hereby created and granted.

This Supplement shall be construed as supplemental to the Security Agreement and shall form a part of it and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.


This Supplement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

This Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of California, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this Supplement to be executed, as of the date first above written.

MMB PARTNERS, a California general partnership acting pursuant to a Restated and Amended Partnership Agreement dated as of December 15, 1981 between Mitsui Manufacturers Bank and Steiner Financial Corporation

By Mitsui Manufacturers Bank,  
Its General Partner

By   
Its VP

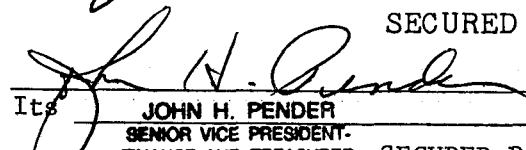
By   
Its AVP

DEBTOR

AID ASSOCIATION FOR LUTHERANS

By   
Its JAMES G. ORMSON  
VICE PRESIDENT AND DIRECTOR OF INVESTMENTS

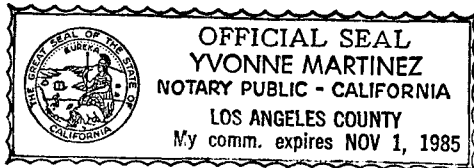
SECURED PARTY

By   
Its JOHN H. PENDER  
SENIOR VICE PRESIDENT-  
FINANCE AND TREASURER

SECURED PARTY

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF )

On this 30<sup>th</sup> day of September, 1982, before me personally appeared Yve Drabin and Judith R. Ruby, to me personally known, who being by me duly sworn, say that they are Vice President and Asst. Vice Pres. respectively of Mitsui Manufacturers Bank, the Managing Partner of MMB Partners, a California general partnership; that the foregoing instrument was signed on behalf of said general partnership by authority of its Partners; and they acknowledged that the execution of the foregoing instrument was the free act and deed of said general partnership.



(SEAL)

My commission expires:

Yvonne Martinez  
Notary Public

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF Outagamie )

On this 28<sup>th</sup> day of September, 1982, before me personally appeared James H. Dorman and John H. Dorman to me personally known, who being by me duly sworn, says that they are Vice Pres. and Asst. Vice President of Aid Association for Lutherans; that the foregoing instrument was signed on behalf of said association by authority of its Board of Directors; and they acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Althea J. Dorman  
Notary Public

(SEAL)

My commission expires: 3/1/84

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# Interstate Commerce Commission

Washington, D.C. 20423

## OFFICE OF THE SECRETARY

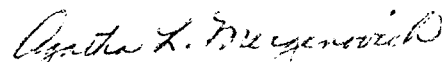
MMB Partners  
c/o Mitsui Manufacturers Bnk.  
135 East Ninth Street  
Los Angeles, California 90015

October 1, 1982

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/1/82 at 10:45AM, and assigned recordation number(s). 13686-C

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)